

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	PAGE OF <div style="display: flex; justify-content: space-around; width: 100%;">197</div> PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. <div style="text-align: center;">JC-00-03 Utah - Montana O/A&P - CDSS</div>		4. TYPE OF SOLICITATION <div style="text-align: center;">G SEALED BID (IFB) : NEGOTIATED (RFP)</div>		5. DATE ISSUED <div style="text-align: center;">05/30/00</div>
7. ISSUED BY U.S. Department of Labor, ETA, Office of Job Corps 1999 Broadway, Suite 1760 Denver, Colorado 80202-5716		8. ADDRESS OFFER TO (If other than Item 7) U.S. Department of Labor, ETA, Office of Job Corps 1999 Broadway, Suite 1760 Denver, Colorado 80202-5716				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in SAME AS BLOCK 7 until 12:00 PM (Mountain Time) local July 28, 2000

(Hour)
(Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Robert Sabochik, Assoc. Regional Director	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 303-844-1630
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
15B. TELEPHONE NO. <i>(Include area code)</i>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <div style="text-align: center;">G</div>	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <div style="display: flex; justify-content: space-around; width: 100%;"> G 10 U.S.C. 2304(c) () G 41 U.S.C. 253(c) () </div>		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	
		ITEM	
24. ADMINISTERED BY <i>(If other than Item 7)</i>		25. PAYMENT WILL BE MADE BY	
CODE		CODE	
26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> Robert Sabochik, Associate Regional Director		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	
		28. AWARD DATE	

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B. SUPPLIES OR SERVICES AND PRICES OR COSTS

The contractor will provide **Outreach, Admissions, and Career Development Services** primarily in the States of **Utah and Montana** .

The Outreach and Admissions Services provided shall ensure the arrival of a minimum of **1100** students into the Job Corps program annually, as follows:

Male Students	600
Female Students	500

The contractor shall be responsible for providing Outreach services from the States of **Utah and Montana** .

The contractor shall be responsible for providing Admissions and Post-Center Career Development Services for 770 Youth returning to the States of **Utah and Montana** .

It is anticipated that the resultant contract will cover the period from **01/01/01** through **12/31/02** , plus three Governmental, unilateral, performance based renewal options of one year each.

SECTION C. STATEMENT OF WORK

C.1 GENERAL

A. Background

Job Corps is a national residential training and employment program administered by the Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is Title I, Chapter 6, Subtitle C, of the Workforce Investment Act of 1998.

Job Corps provides educational and occupational skills training and support services. The unique combination of services provided in the Job Corps is intended to better prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

B. Objective

The contractor will provide material, services, and all necessary personnel to operate a Job Corps Outreach/Admissions and Post-Center Career Development Services program as set forth in Title 1, Chapter 6, Subtitle C of the Workforce, Investment Act of 1998, and the Job Corps Policy and Requirements Handbook. The basic purpose of the Outreach and Admissions program is to provide a comprehensive approach to ensure that sufficient numbers of disadvantaged youth between the ages of 16 and 24 are enrolled in specified Job Corps centers.

The basic purpose of the Post-Center Career Development Services System is to provide the necessary assistance and support to ensure that eligible students leaving the Job Corps program are placed into a job, the military, or additional training, and that program graduates receive the support necessary to retain employment long-term.

The general scope of work includes the participation of the contractor in pilot projects initiated by the Department of Labor. An equitable adjustment will be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated

with the contractor. All disputes arising under these actions are subject to the disputes clause.

C. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program requirements and is hereby incorporated into this contract by reference. The total Job Corps program is defined under Interim Final Regulations, published 4/15/99, and available at <http://usworkforce.org>.

C.2 PROGRAM CONTENT

A. Outreach and Admissions

The contractor will perform outreach and admissions activities which ensure that the Job Corps program:

- C Maintains a positive public image.
- C Maintains a ready supply of eligible and committed applicants.
- C Works in partnership with individuals, communities, organizations, and State and local workforce development systems to provide training opportunities for at-risk youth.

The contractor will meet the standards established by the Director of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

The contractor will be expected to recruit and screen sufficient numbers of applicants from the States of **Utah and Montana** to generate sufficient numbers of arrivals which will result in maintaining the Job Corps centers at average on-board strength of 100% of the design capacity, in accordance with the delivery schedule in Section F.

At a minimum, the Outreach and Admissions program shall include the following:

1. **Outreach:** The contractor will work cooperatively with various individuals and organizations to attract and enroll eligible at-risk youth from the States of **Utah and Montana**. The contractor will develop and implement effective marketing techniques to educate the public about the program and to ensure

that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.

2. **Eligibility:** The contractor will assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH, 1.2 and Exhibit 1-1.
3. **Readmission:** The contractor will assess and verify that applicants for readmission meet criteria found in PRH, 1.3.
4. **Assignment and Departure:** The contractor will provide a regular flow of applicants for assignment to designated centers and ensure that students are efficiently and safely transported. Required procedures for preparing students and ensuring safe arrival on center are listed in PRH, 1.4.

The Contractor is primarily responsible for assignment of qualified Students to the following Centers:

- | | |
|--|----|
| | 1) |
| Anaconda Job Corps Center - Anaconda, Montana | 2) |
| Clearfield Job Corps Center - Clearfield, Utah | 3) |
| Collbran Job Corps Center - Collbran, Colorado | 4) |
| Kicking Horse Job Corps Center - Ronan, Montana | 5) |
| Trapper Creek Job Corps Center - Darby, Montana | |
| 6) Weber Basin Job Corps Center - Ogden, Utah | |

B. Post-Center Career Development Services

The contractor will assist graduates and eligible non-graduates in entering the labor market or obtaining further education by:

- C working with Job Corps Center personnel to provide initial placement into employment or educational opportunities and;
- C connecting them with services that support successful transition and job retention.

The contractor will provide post-center career development services as requested by Job Corps Centers for eligible students returning to the State of **Utah and Montana**. For purposes of this procurement, the contractor should anticipate serving a pool of **550** graduates, **220** non-graduates.

At a minimum the program will consist of:

1. **Career Development Services Eligibility and Duration:** as requested by Job Corps Centers, the contractor provide a program of career development

services to graduates, throughout the service period as prescribed by PRH 7.2.

2. **Career Development Services for Graduates:** as requested by Job Corps Centers, the contractor will contact graduates, assess job readiness, placement and transitional support needs, develop jobs, provide direct referrals and connect the graduate with appropriate transitional and job retention support services, in accordance with PRH 7.3 to ensure that the graduate remains connected to the labor market throughout the services and follow-up period.
3. **Documentation, Reporting and Verification:** The contractor will establish a uniform system for documenting, verifying and reporting career development services, using the criteria in PRH 7.5.

C. Administration And Management

The contractor will provide direction, management and administrative support to all functions and activities of this Outreach and Admissions contract. The contractor will establish systems that ensure:

- C Effective program organization and management.
- C Program integrity and accountability.
- C Staff professionalism and development.
- C Community support and partnership.

At a minimum, the program will consist of:

1. **Program Management:** The contractor will establish systems which ensure achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 8.1.
2. **Personnel:** The contractor will recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 8.2, and Exhibit 8-3. **In correlation to the Career Development Service System, the contractor will hire a minimum of three (3) Career Development Service System Managers (Case Managers). These individuals will be located at the Anaconda Job Corps Center, the Trapper Creek Job Corps Center and the Weber Basin Job Corps Center.** The contractor will develop and implement policies which promote a working environment of equal opportunity which is free of race, gender, or ethnic bias. The contractor will structure an incentive program which promotes and rewards staff performance.
3. **Staff Training:** The contractor will provide training opportunities which ensure that staff possess the knowledge and skills necessary to perform

their job duties and which enable them to serve as positive role models for applicants and students. Specific training requirements are detailed in PRH, 8.3, and Exhibit 8-4.

4. **Procurement and Property Management:** The contractor shall establish systems to procure property, services, and supplies in a cost-efficient manner in accordance with government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of government-owned property, materials, and supplies.
5. **Field Office Locations:** The contractor shall make every effort to station staff at designated one-stop career service centers.

D. Financial Management

The contractor will develop and maintain systems to effectively plan, budget and control expenses which will:

- C Safeguard public funds.
- C Ensure the cost-effective provision of services to meet program goals.

The contractor will establish and maintain a financial management system which meets all the requirements of PRH, 9.1, and Appendix 902.

E. Repayment Of Costs Associated With Invalid Placements

It is required that all placements claimed, and reported as such, be truly valid placements, as defined in the Policy & Requirements Handbook (PRH), Chapter 2, and elsewhere in this contract.

By entering into this contract, the Contractor agrees to repay to the Government, the price (cost, plus profit) for invalid placements. In the event that any placement is reported by the Contractor, and determined to be invalid, the Contractor will repay the U.S. Department of Labor, Office of Youth Services & Job Corps, the amount of \$300 per incident. This amount is independent of any Bonus amounts paid to the Student.

As a result of the Contractor's submission of invalid placement data, the Government incurs costs associated with financial bonuses which are paid to Students. Since the Government would not have otherwise incurred these bonus costs, the Contractor further agrees to reimburse such costs as well.

These funds shall be reimbursable to the Government through credits, annotated to the Contractor's invoices, submitted immediately following the discovery of the invalid placement(s). Such credits will be clearly labeled as "Invalid Placement Credit". All reimbursements are "per Student incident".

SECTION D. PACKAGING AND MARKING

Not Required

SECTION E. INSPECTION AND ACCEPTANCE

E.1 IDENTITY AND AUTHORITY OF THE CONTRACTING OFFICER REPRESENTATIVE (FAR 42.302)

- A. The Contracting Officer Representative will be appointed on a separate letter, with authority to act on behalf of the Contracting Officer within the limited set forth in B below. Under no circumstances is the Contracting Officer Representative (COR) or Contracting Officer Technical Representative (COTR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order. Only the contracting officer is authorized to make contractual changes to the terms and conditions of this contract.
- B. The COR is authorized to:
1. Monitor and inspect contractor's performance to ensure compliance of the scope of work.
 2. Make determinations relative to satisfactory or unsatisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.
 3. Review and approve facility utilization changes and maintenance projects.
 4. Review and recommend contractor's project staff as may be called for on the contract. May grant permission to Hire Relative.
 5. Recommend contract or program changes to the Procurement Contracting Officer (PCO) for enhancement as well as chair studies to improve service, and monitoring programs as requested by the PCO or Contractor.
 6. Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
 7. Review and approve required plans, i.e., Risk Assessment Plan, Placement Plan, Annual VST & Amendments Plan, Plan for Low-Cost Sale of Tools/Equipment to students, Maintenance Plan, Energy Conservation Plan, Fire and Safety Plan, Welfare Association Plan, Plan for Free Meals Annually, Outreach Plan, Publicity Plan, Travel Plan, etc.
- C. All inspections and evaluations shall be performed by the government representative (s) in such a manner as to not interrupt or delay the contractor's work. Inspection and acceptance of the work called for under this contract shall be made by the Government at the Contractor's Offices (Corporate or Job Corps Center location) or at the U. S. Department of Labor, Employment and Training Administration, Regional Office. Inspection and acceptance activities

required by this contract shall be performed as directed by the Contracting Officer.

E.2 INSPECTION OF SERVICES--COST-REIMBURSEMENT (FAR 52.246-5)

- A. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- C. The Government has the right to inspect and test all services called for by the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- E. If the contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

SECTION F. DELIVERIES OR PERFORMANCE

A. The contractor's efforts hereunder shall be primarily performed in the States of **Utah and Montana** , during the period of **01/01/01** through **12/31/02** and if appropriate, will perform necessary functions related to a transition period for the month of **December 2002** .

B. Input Schedule:

Annual Arrivals by Month				
Month	Male Students		Female Students	Total
January	70		60	130
February	50		42	92
March	60		47	107
April	55		46	101
May	50		42	92
June	40		35	75
July	35		30	65
August	50		42	92
September	55		47	102
October	55		47	102
November	50		42	92
December	30		20	50
Total	600		500	1100

Monthly arrival goals remain the same for all base and option years during the life of the contract.

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 FUNDING AND FINANCIAL ADMINISTRATION

Payment of the contractor's cost shall be made in accordance with Part II, Contract Clauses, and Parts C and D below.

The contractor agrees that the estimated costs for operating the outreach/admissions contract in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins.

The estimated costs for operating this contract in each contract year will be determined by the Contracting Officer and will reflect the annualized, ongoing costs approved for the preceding contract year, adjusted by the Contracting Officer using the standard Job Corps inflation factor. The Department of Labor will establish a standard Job Corps inflation factor for each program year that will apply uniformly to all contract option years that become effective during the program year. This factor will be announced to all affected Job Corps contracts at least 6 months before the start of the program and will be determined utilizing Congressional Job Corps appropriations (refer to Section L).

The current inflation factor is 2.2%.

The Government and the contractor recognize that the estimated costs provided for in each of the two years of the initial contract period and in each of the option periods are solely for the individual periods designated and are not considered to be a cumulative amount. Therefore, if the contractor does not require the estimated costs for each designated contract period to meet the requirements of the contract, the Government reserves the right to reduce the estimated amount for that period to the amount of funds actually required for that period. This action will take place after the completion of the designated period and the adjustment will be applied to the total current estimated value of the contract.

A. Estimated Cost and Fixed Fee

The total estimated cost and fixed fee for this contract are as follows:

Estimated Cost and Fixed Fee		1st Year	2nd Year	2-Year Total
a.	Outreach/Admissions	\$	\$	\$
b.	Fixed Fee	\$	\$	\$
c.	Career Development Services	\$	\$	\$
d.	Fixed Fee	\$	\$	\$
Total Estimated Cost (a+b+c+d)		\$	\$	\$

B. Summary of Funds Available

The sum presently available for payment and allotted to this contract is noted in the table below:

Cost Category	Amount
Outreach/Admissions	\$
Career Development Services	\$
TOTAL	\$

It is estimated that the above-listed available funds will cover the period **01/01/01** through **06/30/01**. Fixed fee shall be paid out of the outreach/admissions funding.

C. Payment and Payment Due Date

1. Allowable Costs

In accordance with Clause 52.216-7, "Allowable Costs and Payment," the contractor shall be reimbursed for allowable, allocable costs incurred in performance of the work under this contract. In addition to reimbursements for direct costs incurred, the contractor shall be reimbursed for indirect costs in accordance with the FAR 42.7, "IndirectG-3 Cost Rates." Indirect Cost Rates shall be negotiated by the Department of Labor's Office of Cost Determination or other cognizant audit agency.

Indirect Costs applicable to this contract shall be calculated by applying a "provisional, " negotiated, or " proposed rate to bases as shown below:

Indirect Cost	Base of Allocation	Rate for each Contract Year				
		1	2	3	4	5
G&A	Total Costs, excluding G&A and Contractor's Fee					
Overhead 9Applicable 9Not Applicable	Total Direct Salaries and Wages (9including/9excluding fringe benefits)					
Total Indirect Cost						

For billing purposes, costs shall be calculated using the approved provisional rate as shown above, until a final rate is established. In the absence of an approved provisional rate, a negotiated/proposed rate shall be used.

In no event shall the reimbursement for G&A and overhead exceed the following ceiling: G&A____%, Overhead____%

When final G&A and overhead rates are established, the total amount of Indirect Costs payable under this contract shall be determined by multiplying the final rate, or ceiling rate, whichever is lower, by the total amount of allowable costs incurred for center operations, outreach/ admissions and placement. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead expense due to the contractor, or refund due to the Government in the event that the amount billed exceeds the total amount payable under the contract.

2. Fixed Fee (See Clause 52.216-08)

3. Payment Due Date

A. Payments under this contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. A proper invoice is defined in E below. All payments will be made using Electronic Funds Transfer.

B. The date on which the schedule for electronic funds transfer is sent to the U.S. Treasury shall be the date payment is made.

4. Prompt Payment

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

D. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours or employees;
2. Withholdings not specifically provided for by this contract; and
3. The recovery of overpayments.

E. Invoice Requirements

1. The contractor shall submit the original, plus two (2) copies, of the invoice claiming reimbursement for costs for provisional payment directly to the Contracting Office for certification and forwarding to the cognizant payment office. Invoices will be submitted not more frequently than twice a month. Each invoice must contain, at a minimum, the following:
 - a. Name of the business concern or agency preparing invoice;
 - b. Date invoice is prepared;
 - c. Contract number; and
 - d. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
2. Certification must be made that the amount on the voucher does not exceed the amount of funds available in the contract; and that the end of month voucher is consistent with amounts reflected on the Monthly Financial Analysis Report.
3. Standard Form 1034 may be used for invoicing purposes and may be obtained from the GSA Regional Office or on-line at <http://www.gsa.gov/>. Each invoice shall be numbered consecutively and shall include costs, G&A,

overhead, and fixed fee incurred for the current period; and a report reflecting the cumulative total costs, G&A, overhead, and total cumulative fee incurred.

4. For the purpose of this contract the COR is hereby designated the authorized representative for the Contracting Officer for processing provisional payment of invoices, cost contractor's invoices, cost contractor's detailed statement of costs, per the provisions of Clause 52.216-07, Allowable Cost and Payment, except that the final invoice shall be forwarded to the Contracting Officer. The right to determine whether costs are allowable, unallowable, or should be suspended is not re-delegated, but is reserved for the Contracting Officer.

G.2 OPTION TO EXTEND (See Clauses 52.217-08 and 52.217-09)

A. Option

The Government may unilaterally extend the term of this contract by written notice to the contractor within 20 days before the contract expires provided that the Government shall give the contractor a preliminary written notice of its intent at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option provision. The Government may extend this contract's period of performance for up to three years in successive one year increments. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

The contractor agrees that the estimated costs for providing outreach/admissions and career development services in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts shown in the Option Year budget table provided below are therefore considered provisional, except that the fixed fee amounts are considered final unless changed by subsequent bilateral contract modification.

Estimated Cost and Fixed Fee for Option Years				
Cost Category		OY1	OY2	OY3
a.	Outreach/Admissions	\$	\$	\$
b.	Fixed Fee	\$	\$	\$
c.	Career Development Services	\$	\$	\$

Estimated Cost and Fixed Fee for Option Years				
Cost Category		OY1	OY2	OY3
d.	Fixed Fee	\$	\$	\$
Total Estimated Cost (a+b+c+d)		\$	\$	\$

B. Non-Option Extension

Should the Government not exercise its option to extend for one of the above option years, the contractor agrees, if requested, to extend the contract for up to 120 days beyond the then scheduled completion date. An equitable adjustment for such an extension will be provided by the Government for the period of the extension in proportion to the cost per arrival then in effect. In accordance with the clause entitled "Limitation of Cost," the contractor shall notify the Contracting Officer if such funding will not be sufficient for operations during the period of the extension. The contractor shall perform the work under this paragraph pursuant to a plan for the operation of the program approved by the Contracting Officer. In the absence of such an approved plan, the contractor will continue to operate the program in accordance with the plans in effect at the time of the extension until written directions are issued by the Contracting Officer.

C. Contract Terms and Conditions for Options

The Contracting Officer will analyze the option year cost in relation to the current market price in deciding whether to exercise the option. In addition, factors to be considered by the Contracting Officer in the awarding of the option include the contractor's performance compared to performance standards established by the Director of Job Corps, and the contractor's performance in terms of compliance and qualitative assessments.

In addition, there may be other factors impacting on the option year decision. These include other terms and conditions of the contract, fair market value of similar contracts, the necessity of reducing disruptions to operations, innovations, corporate support, audit results, special review findings, other sources regarding compliance with this contract, as well as DOL administrative considerations.

If consideration and analysis of the above factors indicate a new contract is most advantageous to the Government, the option will not be exercised. If the analysis of the above factors results in a favorable determination that is advantageous to the Government, the option may be exercised.

D. Request for Change In Option Price

If, after exercise of the option, the contractor has reason to believe the total cost to the Government will exceed the estimated cost as stated in the option, the contractor shall notify the Contracting Officer in accordance with Clause 52.232-20, Limitation of Costs. If the Contracting Officer determines that an increase in the option year price is required, and is not caused by a change in the scope of work, such price increase, if made, will not include an increase in fee. If the price increase requested is a result of a scope of work change, an equitable fee adjustment will be considered.

G.3 INTERPRETATION OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the Contracting Officer.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

H.2 PAYMENT OF ROYALTIES

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer.

Reimbursement to the contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity, scope, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents.

H.3 DUPLICATION OF EFFORT

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor will include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. the contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

H.4 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the contractor shall fully cooperate with such other contractors and with Government employees. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

H.5 TRAVEL AND PER DIEM

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer.

H.6 WAGE COMPARABILITY

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); (2) that DOL will reimburse for compensation in

excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.205-6). In general compensation should be limited to an amount which does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.

- B. As appropriate and required, the contractor will pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. The Government is liable for costs if the contractor is paying the prevailing rates and a protest or problem occurs with those rates.

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

- A. The Service Contract Act of 1965 is applicable to contracts for outreach, assignment, placement and support services. The Contractor shall comply with the provisions of the Act and Regulations promulgated by the Secretary of Labor thereunder. Subcontracts awarded by contractors of outreach, assignment, placement and support services are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor.
- B. Subcontracts awarded by contractors outreach, assignment, placement and support services shall include the applicable clause in FAR 22.10, with such modifications as would otherwise be inappropriate had the clause been included in the prime contract.
- C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.
- D. The contractor (prime contractor) is responsible for obtaining prevailing wage rates for service type subcontracts.

H.8 COMPLIANCE WITH COPELAND REGULATIONS

The contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

H.9 WITHHOLDING

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

H.10 RELIGIOUS AND POLITICAL ACTIVITY

The contractor agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers and trainees will not be assigned to conduct religious or political activities or instruction. Funds under this contract will be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any religious or political activities.

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

H.12 CONTRACT IDENTIFICATION NUMBER

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this contract, or delivered hereunder.

H.13. SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

H.15 PATENT RIGHTS

- A. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it will, and warrants that all of its employees who may be the inventors will, execute all documents and do all things necessary or proper to the effectuation of such determination.
- B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data.
- C. Except as otherwise authorized in writing by the Contracting Officer, the contractor will insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.
- D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.

- E. In the event no inventions, improvements, or discoveries (whether or not patent rights) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.
- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the Department of Labor Employment and Training Administration."

H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
 - T Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
 - T Aviator to include men and women pilots, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.
 - T Human beings or people instead of mankind.
- D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:
 - T Reword to eliminate unnecessary gender pronouns and adjectives:
The average American worker spends 20 years in the work force.
 - T Recast into the plural. Most Americans spend 20 years of their lives in the work force.

- T Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, lawyer. Identify sex through the use of pronouns.
 - T The lawyer made her final summation.
- F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.
 - T Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.
- G. The use of artwork in publications should conform to the following guidelines:
 - T Strive to use racially and sexually balanced designs.
 - T Depict both men and women in artwork on general subject matters.
 - T Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

H.17 TITLES TO STUDIES

The contractor agrees that all studies, evaluations, proposals and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the Contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

H.18 PRINTING AND DUPLICATING

This clause is applicable to all contracts which require printing/duplicating services as part of the contractor's performance.

The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform.

If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy and preparation of related illustrative material.

H.19 DISPOSITION OF DATA AND COPYRIGHTS

- A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copy-righted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.
- B. Subject to the proviso of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the Governments and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so. all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, no * has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.
- D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.

- E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.
- F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.
- G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as many be approved by the Department's Contracting Officer hereunder.
- J. The contractor agrees that the Department's Contracting Officer hereunder shall determine the disposition of the title to any rights under any Copyright secured by the contractor or its employees on copyrightable materials developed under this contract.
- K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data and know-how was delivered and/or deliverable under the terms and provisions of this contract.

H.20 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver F.O.B. destination, or dispose of all materials received from the

Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.21 CONSULTANTS

- A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly, or fixed price).
- B. The amount or rate of payment will be determined on a case-by-case basis taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in their field, comparable pay for positions under the Classification Act or other Federal pay system (i.e., As a percent of maximum compared to GS ratings - GS-12, 55 percent, GS-13, 65 percent, GS-14, 75 percent, GS-15, 85 percent, GS-16, 96 percent, GS-17, 98 per-cent, GS-18 100 percent), rates paid by private employers, and rates previously paid other experts or consultants for similar work.

The percentage of 65 ratings is provided as a guideline and is subject to change. In no event will a consultant's allowable rate exceed \$260 per normal work day regardless of the 65 percent ratings guide provided above. The \$260 is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

- C. The contractor shall maintain a written report for the files of the results of all consultants charged to this contract. This report must include, as a minimum: (1) The consultant's name, dates, hours and amounts charged to the contract; (2) the names of the Contractor's staff to whom the services are provided; and (3) the result of the subject matter of the consultation.

H.22 CLOSE-OUT PACKAGE

In accordance with Clause 52.216-7, Allowable Cost and Payments, the contractor shall submit an invoice marked "Final" no later than 180 calendar days after contract completion. The original and two signed copies of the following documents shall be submitted within 180 days:

Form Name	Form Number
Contractor's Release	ETA 322
Contractor's Assignment of Refunds, Rebates and Credits	ETA 721
Government Property Inventory Transcription Sheet	ETA 328
Final Inventory Certificate	ETA 3-95
Contract Close-Out Tax Certificate	ETA 3-23
Contractor's Submittal of Close-Out Documents	ETA 3-22
Notice of Transfer of Accountability for Government Property	N/A

Please note that these forms may be obtained on-line at the Job Corps Acquisition Web Site. The specific link to the forms is:

<http://wdsc.org/jobcorps/form.htm>

PART II. CONTRACT CLAUSES

SECTION I. CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at these addresses:

www.arnet.gov/far/fac
www.far.npr.gov
www.gsa.gov/forms/far

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

II. CLAUSE TITLE

52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to influence Certain Federal Transactions.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Printing/Copying Double-Sided on Recycled Paper
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Audit and Records - Negotiation
52.215-8	Order of Precedence - Uniform Contract Format
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modification
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Termination of Defined Benefit Pension Plans
52.215-18	Reversion or Adjustment of Plans for Post- retirement Benefits (PRB) Other than Pension
52.216-7	Allowable Cost and Payments
52.216-8	Fixed Fee
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of Contract
52.219-8	Utilization of Small Business Concerns (Rev: Jan 1999)
52.219-9	Small Business Subcontracting Plan (Rev: Jan 1999)
52-219-16	Liquidated Damages - Subcontracting Plan (Rev: Jan 1999)
52.222-1	Notice to the Government of Labor Disputes
52.222-2	Payment for Overtime Premiums
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act -

	Overtime Compensation
52.222-26	Equal Opportunity
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36	Affirmative Action for Handicapped Workers
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era
52.223-2	Clean Air and Water
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-5	Pollution Prevention and Right-to-Know Information
52.223-6	Drug-Free Workplace
52.223-10	Waste Reduction Program
52.223-12	Refrigeration Equipment and Air Conditioners
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.225-3	Buy American Act - Supplies
52.227-1	Authorization and Consent (Rev: July 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	Rights in Data
52.228-7	Insurance - Liability to Third Persons
52.228-8	Liability and Insurance - Leased Motor Vehicles (Rev: Jan 1997)
52.230-2	Cost Accounting Standards (Rev: Apr 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Rev: Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Rev: Apr 1996)
52.232-9	Limitation on Withholding of Payments
52.232-17	Interest
52.232-18	Availability of Funds
52.232-19	Availability of Funds for the Next Fiscal Year
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-25	Prompt Payment (Rev: Jun 1997)
52.232-33	Mandatory Information for Electronic Funds Transfer Payment (Rev: Aug 1996)

52.233-1	Disputes (Rev: Dec 1998) - Alternate I (Dec 1991)
52.233-3	Protest After Award (Rev: Aug 1996) - Alternate I (Jun 1985)
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-3	Continuity of Services
52.242-1	Notice of Intent to Disallow Cost
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs (Rev: Jan 1997)
52.242-13	Bankruptcy (Rev: Jul 1995)
52.242-15	Stop Work Order - Alternate I
52.243-2	Changes - Cost-Reimbursement - Alternate I
52.244-2	Subcontracts (Rev: Aug 1998)
52.246-5	Inspection of Services- Cost-Reimbursement
52.246-25	Limitation of Liability Services (Rev: Feb 1997)
52.249-6	Termination (Cost-Reimbursement) (Rev: Sep 1996)
52.249-14	Excusable Delays
52.251-1	Government Supply Sources
52.251-2	Interagency Fleet Management System Vehicles and Related Services
52.253.1	Computer Generated Forms (January 1991)

I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

A. The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

B. The Contractor shall:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the assets records maintained before each Contractor ownership change.

C. The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.223-9 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS

A. As required by the Resource Conservation and recovery Act of 1976 (42 U.S.C. 696A2(J)(2)(C)), the Contractor shall execute the following certification:

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of Certification)

- B. The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.
- C. The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph A of this clause.

ESTIMATE		
EPA Designated Item	Total Dollar Value of EPA Designated Item	Percentage of Recovered Material Content
	\$	
	\$	
	\$	

*Where applicable, also include the percentage of post-consumer material content.

- D. The Contractor shall submit this certification and estimate upon completion of the contract to **The Contracting Officer** (To be completed in accordance with agency procedures).

I.4 52.244-2 SUBCONTRACTS (AUG 1998)

A. Definitions. As used in this clause:

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulations (FAR).

“Consent to subcontract” means the Contract Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

B. This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

C. When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

D. If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that –

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-priced and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, **either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.**

E. If the Contractor has approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

1) All contracts that exceed \$25,000, regardless of type.

2) All Labor Hour Contracts

3) All Time & Material Contracts

4) All Cost Reimbursable Contracts

5) All Consultation Contracts

F. (1) The Contractor shall request approval, in writing, of the Contracting Officer not less than 45 days prior to the start of any sub-contract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractor's current complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting –

(a) The principal elements of the subcontract price negotiations:

(b) The most significant considerations controlling establishment of initial or revised prices.

(c) The reason cost or pricing data were or were not required;

(d) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(e) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(f) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(g) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to qualify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified or this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

G. Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination–

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) to relieve the Contractor of any responsibility for performing this contract.

H. No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

I. The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

J. The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

K. Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.5 COMPETITION IN SUBCONTRACTING (DEC 1996) FAR 52.244.5

A. The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

B. If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (Oct 1998) FAR 52.244-6

A. Definitions: "Commercial item, as used in this clause, has the meaning contained in the clause 52.202-1, Definitions.

"Subcontracts," as used in this clause, include a transfer of commercial items between divisions, subsidiaries, or affiliate of the Contractor or subcontractor at any tier.

B. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractor at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

C. Notwithstanding any other clauses of this contract, the Contractor is not required to include any FAR provisions or clause, other than those listed below to the extent that they are applicable and as may be required to establish their reasonableness of

prices under Part 15 in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212 (a));
- (3) 52.222-36, Affirmative Action of Workers with Disabilities (29 U.S.C. 1241)
- (4) 52.247-64 Preferences for Privately Owned US Flagged Commercial Vessels (flow down not required for subcontracts awarded beginning May 1, 1996).

D. The Contractor shall include the terms of this clause including this paragraph (d), in subcontracts awarded under this contract.

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J. LIST OF ATTACHMENTS

NUMBER	TITLE
J-1	Contract Pricing Proposal Cover Sheet (to be submitted as the first page of the Business Management Proposal)
J-2	Cost and Price Analysis Summary
J-3	Certificate of Current Cost or Pricing Data
J-4	Statement of Financial Capability
J-5	Financial Display By Year, ETA 2110 Format (Complete instructions for completion of this form can be found in the PRH, Chapter 9, Appendix 902)
J-6	Past Experience Confirmation Questionnaire
J-7	New Contractor Relevant/Transferrable Experience Matrix
J-8	Wage Determination States of <u>Colorado, Wyoming, Utah, Montana and South Dakota</u>
J-9	In accordance with Public Law 100-679 Section 9903.202-1 & -2 of Chapter 99 Of Title 48 C.F.R., under Cost Account Standards (CAS) rules, In any event all contractors and subcontractor must submit a new Disclosure Statement on all contract with a estimated value exceeding \$500 thousand dollar. Disclosure Statement (CASB DS-1 version) shall be submitted on the next full fiscal year after December 31, 1998 and on all new acquisition. (CAS Rev: Apr 1998)
J-10	Staffing Chart
J-11	Job Corps Publications List

		1. SOLICITATION/CONTRACT/MODIFICATION NO.		FORM APPROVED OMB NO. 9000-0013	
CONTRACT PRICING PROPOSAL COVER SHEET					
2. NAME AND ADDRESS OF OFFEROR (Include Zip Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NUMBER	
		4. TYPE OF CONTRACT ACTION (CHECK)			
		A. NEW CONTRACT		D. LETTER CONTRACT	
		B. CHANGE ORDER		E. UNPRICED ORDER	
		C. PRICE REVISION/REDETERMINATION		F. OTHER (Specify)	
5. TYPE OF CONTRACT (Check) ~ FFP ~ CPFF ~ CPIF ~ CPAF ~ FPI ~ Other (Specify)		6. PROPOSED COST (A+B=C)			
		A. COST \$		B. PROFIT/FEE \$	
		C. TOTAL \$			
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE.					
8. List and reference the identification, quantity and total price proposed for each contract item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)					
A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REFERENCE	
9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If Available)					
A. CONTRACT ADMINISTRATION OFFICE		B. AUDIT OFFICE			
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," Identify) 9 YES 9 NO		11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B) ~ YES ~ NO		11B. TYPE OF FINANCING (Check One) ~ ADVANCE PAYMENTS ~ PROGRESS PAYMENTS ~ GUARANTEED LOANS	
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) ~ YES ~ NO		13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain) ~ YES ~ NO			
14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)					
A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) ~ YES ~ NO No CAS covered contracts.		B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 OR 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) ~ YES ~ NO			
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) ~ YES ~ NO		D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) ~ YES ~ NO			
This proposal is submitted in response to the RFP, contract modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regarding the form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.					
15. NAME AND TITLE (Type)		16. NAME OF FIRM			
17. SIGNATURE			18. DATE OF SUBMISSION		

COST AND PRICE ANALYSIS SUMMARY			
Cost Category		1st Contract Year	2nd Contract Year
1	Staff Salaries Excluding Fringe	\$	\$
2	Fringe Benefits for Staff	\$	\$
3	Staff Travel & Per Diem	\$	\$
4	Consultants Costs	\$	\$
5	Subcontract Costs	\$	\$
6	Materials & Supplies	\$	\$
7	Communications Costs	\$	\$
8	All Other Direct Costs	\$	\$
9	Total Estimated Direct Costs	\$	\$
10	Overhead Costs (if applicable) (____%)	\$	\$
11	General and Administrative Costs(____%)	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$
14	Fixed Fee	\$	\$
15	Total Estimated Cost Including Fixed Fee	\$	\$

ATTACHMENT J-2 (page 2 of 4)

FRINGE BENEFITS		%	1 st Year Pay Base (a)	2 nd Year Pay Base (b)	Fringe 1 st Year (%*a)	Fringe 2 nd Year (%*b)
1	Unemployment Insurance		\$	\$	\$	\$
2	FICA		\$	\$	\$	\$
3	Worker's Compensation		\$	\$	\$	\$
4	Health Insurance		\$	\$	\$	\$
5	Dental Insurance		\$	\$	\$	\$
6	Life Insurance		\$	\$	\$	\$
7	Retirement/Pension		\$	\$	\$	\$
8	Other (Specify)		\$	\$	\$	\$
9	Total Costs of Fringe Benefits				\$	\$
ADDITIONAL INFORMATION					\$	\$
10	Estimated Overtime/Holiday Premium Pay				\$	\$
11	Estimated Night Differential				\$	\$
12	Number of Staff Paid Holidays				#	#
13	Estimated Total Number Staff Vacation Days				#	#

COST AND PRICE ANALYSIS SUMMARY				
Cost Category		1st OY	2nd OY	3rd OY
1	Staff Salaries Excluding Fringe	\$	\$	\$
2	Fringe Benefits for Staff	\$	\$	\$
3	Staff Travel & Per Diem	\$	\$	\$
4	Consultants Costs	\$	\$	\$
5	Subcontract Costs	\$	\$	\$
6	Materials & Supplies	\$	\$	\$
7	Communications Costs	\$	\$	\$
8	All Other Direct Costs	\$	\$	\$
9	Total Estimated Direct Costs	\$	\$	\$
10	Overhead Costs (if applicable) (____%)	\$	\$	\$
11	General and Administrative Costs(____%)	\$	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$	\$
14	Fixed Fee	\$	\$	\$
15	Total Estimated Cost Including Fixed Fee	\$	\$	\$

ATTACHMENT J-2 (page 4 of 4)

FRINGE BENEFITS		%	OY1 Pay Base	Fringe OY 1	%	OY2 Pay Base	Fringe OY 2	%	OY3 Pay Base	Fringe OY 3
1	Unemployment Insurance		\$	\$		\$	\$		\$	\$
2	FICA		\$	\$		\$	\$		\$	\$
3	Workmen's Compensation		\$	\$		\$	\$		\$	\$
4	Health Insurance		\$	\$		\$	\$		\$	\$
5	Dental Insurance		\$	\$		\$	\$		\$	\$
6	Life Insurance		\$	\$		\$	\$		\$	\$
7	Retirement/Pension		\$	\$		\$	\$		\$	\$
8	Other (Specify)		\$	\$		\$	\$		\$	\$
9	Total Costs of Fringe Benefits			\$			\$			\$
ADDITIONAL INFORMATION										
10	Estimated Overtime/Holiday Premium Pay			\$			\$			\$
11	Estimated Night Differential			\$			\$			\$
12	Number of Staff Paid Holidays			#			#			#
13	Estimated Total Number Staff Vacation Days			#			#			

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ * are accurate, complete, and current as of _____ **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____ (SIGNATURE)

Title _____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)

U.S. DEPARTMENT OF LABOR ! Employment and Training Administration

RFP NO.

STATEMENT OF FINANCIAL CAPABILITY

(Insert the Name and Complete
Mailing Address of Offeror)

A. DATE LAST BALANCE WAS PREPARED <div style="text-align: right;"><</div>		B. FINANCIAL CONDITION <div style="text-align: right;">(as of Date) 19</div>		
PERIOD COVERED (Month, Day, Year)		(1) Cash \$ (2) Current Assets \$ (3) Current Liabilities \$ (4) Net Worth \$		
From	To			
FILED WITH				
C. DATE FISCAL YEAR ENDS (Month, Day, Year) <				
D. FINANCIAL ARRANGEMENTS TO FACILITATE PERFORMANCE DURING INITIAL PHASE OF CONTRACT ("X" appropriate box(es))				
(1) Own Resources ~ Yes ~ No	(2) Bank Credit ~ Yes ~ No	If "YES," complete <	a. Name of Bank (1):	b. Amount \$
(3) Other (If "YES," Specify) ~ Yes ~ No				
E. IF ADVANCE PAYMENT IS INDICATED UNDER D(3) ABOVE, COMPLETE THE FOLLOWING:				
(1) Estimated Amount of Advance Payment \$ for months.		(2) The following advances from the Government are presently being received: (Complete columns "a" thru "e" below)		
AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH
(a)	(g)	(c)	(d)	(e)

F. THE FOLLOWING IS A LIST OF CURRENT CONTRACTS WITH THIS OR ANY OTHER GOVERNMENT AGENCIES.

(If additional space is needed, attach additional sheet(s))

AGENCY'S NAME, ADDRESS, AND TELEPHONE NO.	CONTRACT NO.	AMOUNT OF CONTRACT	PERIOD OF CONTRACT
(1)	(2)	(3)	(4)

G. IF OVERHEAD/INDIRECT COSTS ARE INCLUDED IN YOUR COST PROPOSAL, THE FOLLOWING DATA WILL BE FURNISHED.

(1) Name and Address(es) of Cognizant Government Audit Agency		(2) Name and Address of Government Auditor	
		<div>Telephone No.</div> <div>Area Code</div> <div>< ()</div>	
(3) Date Last Rate was Computed and Negotiated _____		(Month, Day, Year)	
(4) If no government audit agency computed and authorized the rate claimed, complete "a," "b," and "c" below.			
(a) How it is computed?	(b) Who?	(c) Date (Mo., Day, Yr.)	

ATTACH COMPUTATION DATA USED.

COMMENTS

CERTIFICATION:

I CERTIFY that to the best of my knowledge and belief the information contained herein is TRUE and CORRECT.

SIGNATURE	TYPED NAME AND TITLE	DATE (Mo., Day, Yr.)
-----------	----------------------	----------------------

Financial Display by Year (ETA 2110 OA/CDSS format)	1 st YEAR	2 nd YEAR	TOTAL BASE	1 st OPTION	2 nd OPTION	3 rd OPTION	TOTAL CONTRACT
OUTREACH/ADMISSIONS							
01 Outreach/Admissions Staff Expense							
02 Bonus Expense							
03 Admin/Other Staff Expense							
04 Facilities Expense							
05 Travel/Training Expense							
06 Media/Advertising Expense							
07 Contractor G & A							
08 Contractor Fee							
09 Other Expense							
10 TOTAL O/A EXPENSE							
CAREER DEVELOPMENT SERVICES							
11 Career Development Services Staff Expense							
12 Bonus Expense							
13 Admin/Other Staff Expense							
14 Facilities Expense							
15 Travel/Training Expense							
16 Media/Advertising Expense							
17 Contractor G & A							
18 Contractor Fee							
19 Other Expense							
20 TOTAL CAREER DEVELOPMENT EXPENSE							
21 TOTAL OA/CDSS EXPENSE							
22 Furniture/Equipment							
23 TOTAL COST							

Past Experience Confirmation Questionnaire

RFP# JC-00-03

Job Corps Outreach/Admissions/Placement
Support Services, States of Utah & Montana

To Whom it May Concern:

We are currently responding to the Department of Labor RFP # JC-00-03 for the procurement of outreach/admissions & career development services for the States of Utah and Montana .

The Department of Labor is placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. Therefore, we are requesting that you provide the following information regarding our performance on the contract identified below. Please complete Sections B-G of this Questionnaire and return it directly to the address shown below no later than 12:00 p.m., **July 28, 2000**.

ATTN: Robert Sabochik, Contracting Officer
U.S. Department of Labor, ETA
Office of Youth Services & Job Corps
1999 Broadway, Suite 1760
Denver, Colorado 80202-5716

By my signature below, I authorize you to respond to any additional inquiries by the Department of Labor regarding our performance on the referenced contract.

(Signature)

(Date)

(Title)

A. Contract Identifying Information:	
Offeror:	
Project Title:	
Contracting Officer:	Phone No.
Project Manager:	Phone No.
Address:	FAX No.
Work Performance Period: _____ to _____	

Contract Value: \$
Brief Summary of Statement of Work:

B. Outcomes vs. Goals:		
1. Were there measurable performance goals or outcomes associated with this contract? If yes, describe:	<input type="radio"/> Yes <input type="radio"/> No	
<i>For the following questions, where applicable, underline or circle the adjectival rating which most closely represents your assessment of the contractor's performance: Excellent - E, Very Good - VG, Good - G, Fair - F, Poor - P, Unacceptable - U</i>		
2. How effective was the contractor in achieving those outcomes?	<input type="radio"/> Excellent <input type="radio"/> Very Good <input type="radio"/> Good	<input type="radio"/> Fair <input type="radio"/> Poor <input type="radio"/> Unacceptable
C. Cost Control: How well has the contractor:		
1. Performed all contracted services within the budget?	<input type="radio"/> Excellent <input type="radio"/> Very Good <input type="radio"/> Good	<input type="radio"/> Fair <input type="radio"/> Poor <input type="radio"/> Unacceptable
2. Submitted complete and accurate financial reports and invoices?	<input type="radio"/> Excellent <input type="radio"/> Very Good <input type="radio"/> Good	<input type="radio"/> Fair <input type="radio"/> Poor <input type="radio"/> Unacceptable
3. Has a draft or final audit report disclosed questioned or disallowed costs? If yes, indicate: <ul style="list-style-type: none"> a. period covered by audit b. disallowed or recommended for disallowance c. disallowed costs as a % of audited funds d. administrative findings 	<input type="radio"/> Yes <input type="radio"/> No	

Comments: (Explain any ratings below Good)	Summary Adjectival Rating of Cost Control	
	9 Excellent	9 Fair
	9 Very Good	9 Poor
	9 Good	9 Unacceptable

D. Timeliness of Performance: How well has the contractor:		
1. Completed contract requirements and submitted reports and schedules according to specified time frames?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
2. Responded to technical direction and requests in a timely manner?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Comments: (Explain any ratings below Good)	Summary Adjectival Rating of Timeliness of Performance 9 Excellent 9 Fair 9 Very Good 9 Poor 9 Good 9 Unacceptable	
E. Business Relations: To what extent has the contractor:		
1. Been pro-active in contract monitoring and review?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
2. Demonstrated a responsive and cooperative working relationship with the Contracting Officer and Project staff?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
3. Promptly notified the Contracting Officer of potential problems?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
4. Used effective approaches and provided technical expertise and resources to solve contract problems?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Comments: (Explain any ratings below Good)	Summary Adjectival Rating of Business Relations 9 Excellent 9 Fair 9 Very Good 9 Poor 9 Good 9 Unacceptable	

F. Customer Satisfaction: To what extent has the contractor:		
1. Been effective in tailoring the program to meet the needs of the customers?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
2. Shown flexibility in operating the program to meet changing program needs and emphases?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Comments: (Explain any ratings below Good)	Summary Adjectival Rating of Customer Satisfaction 9 Excellent 9 Fair 9 Very Good 9 Poor 9 Good 9 Unacceptable	
Additional Comments:		
Name & Title of Individual Completing Information:		Phone No.

=====

(Department of Labor Use Only)
SUMMARY PAST EXPERIENCE CONFIRMATION

B. Outcomes vs. Goals	
C. Cost Control	
D. Timeliness of Performance	
E. Business Relations	
F. Customer Satisfaction	

 Verified by:

 Date:

NEW CONTRACTOR RELEVANT/TRANSFERRABLE EXPERIENCE MATRIX

MAJOR JOB CORPS O/A PROGRAM ELEMENTS	RELEVANT/TRANSFERRABLE CONTRACTOR EXPERIENCE (List examples which are relevant/equivalent in content, scope and/or complexity to the requirements of this procurement)	CONTRACT SOURCE (List contract number(s))
Outreach (PRH Chapter 1)		
Admissions (PRH Chapter 1)		
Career Development Services (PRH Chapter 7)		
Program Management & Administration (PRH Chapter 8)		

**Wage Determination For The States of
Utah and Montana**

Will be provided, **when available**, upon written request.

Notification of the Wage Determinations availability will be posted at the
Job Corps Acquisition Web Site

<http://wdsc.org/jobcorps/schedule.htm>

The same link where this RFP was posted

**COST ACCOUNTING STANDARDS BOARD FORM DS-1
DISCLOSURE STATEMENT**

Forms, Instructions And Regulations Are Obtainable At:

<http://www.arnet.gov/far/loadmain52.html>

STAFFING CHART

Instructions for Completing the Staffing Chart:

To ensure that all cost and staffing proposals are evaluated fairly it is imperative that proposals be presented as clearly and as consistently as possible.

In addition to the presentation of staff resources by cost groups under the ETA 2110 format, it is necessary to display, for the purpose of evaluation, the number of staff by functional groups in accordance with the outline of the Statement of Work, Part I, Section C.

The following Staffing Chart shall be completed. The number of staff in each function shall be shown on this chart. The costs of each staff position shall be shown in the narrative justification for each ETA 2110 line of your cost proposal. It is realized that each contractor has its own manner of organizing its staff. However, for the purposes of this proposal, follow the outline of this staffing chart. Also, to assure cost proposal consistency please allocate each staff member cost in your cost proposal in accordance with the ETA 2110 Line Number and Cost Code as detailed in the PRH, Chapter 9, for each separate position. The line number and cost code may differ from Attachment E.

It is realized that different contractors have different position titles for similar functions. The Staffing Chart describes functions. Try to allocate your own staff titles to the functional titles on the chart wherever possible. In the event that a position is so unique that it will not fit any title on the chart, place the position in the appropriate place on the chart and indicate by Line Number and/or Cost Code where it can be found in your cost proposal.

Definitions.

1. Function. The major purpose of the position.
2. Sub-Function. A more precise description than the function. If none is needed do not complete the column.
3. Line Number. The ETA 2110 cost line number. See PRH, Chapter 9.
4. Cost Code. The cost reference code from the instructions in the PRH, Chapter 9, Appendix 901.
5. Number. The number of staff at each position title. If none are proposed, leave the line blank. If one person performs more than one function or one person performs the same function in two or more different functional areas, show the allocation of that person's time as a decimal (e.g., .5) allocation to the proper line.
6. Remarks. The center title, if different from the function title shown, and any comments you wish to make.
7. Note. If a position is contracted show the number in parentheses () and indicate the Line Number and Cost Code to which the cost is charged in the remarks column.

ATTACHMENT J-10 (page 2 of 2)

OUTREACH, ADMISSIONS & PLACEMENT	NUMBER	REMARKS
OA & P Director		
OA Manager		
Admissions Counselor		
OA Clerk		
Placement Manager		
Placement Specialist		
Placement Clerk		
Total OA & P Personnel		
Case Manager		
Career Development Specialist		
Total Career Development Personnel		
Grand Total		

JOB CORPS PUBLICATIONS LIST

1. Job Corps Federal Regulations - 20 CFR 638, July 1990
2. Policy and Requirements Handbook - Available at: See Sec. L.5 (G), page L-4 of this RFP.
3. Federal Acquisition Regulations (FAR) - Available at:
<http://www.arnet.gov/far/>
4. 48 CFR Chapters 1 and 29 - Federal Acquisition Regulations (FAR) are available through the Government Printing Office - <http://www.gpo.gov/>
5. Job Corps Home Page - <http://www.jobcorps.org/>
6. Job Corps Acquisition Web Site - <http://wdsc.org/jobcorps/schedule.html>
7. U.S. Department of Labor Laws & Regulation information can be obtained from - <http://www.dol.gov/dol/public/regs/main.htm>

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS 52.203-11

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph B of this certification.
- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - 1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form L.L.L, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,00 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this

provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(End of Provision)

K.2 TAXPAYER IDENTIFICATION 52.204-3

A. Definitions

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services. "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

- B. The Offeror is required to submit the information required in paragraphs (d) through (f) of this solicitation provision in order to comply with report requirement of 31 U.S.C. 7701(c) and reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- C. The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

D. Taxpayer Identification Number (TIN)

- " TIN: _____
- " TIN has been applied for
- " TIN is not required because:
- " Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- " Offeror is an agency or instrumentality of a foreign government;

- " Offeror is an agency or instrumentality of a Federal, state, or local government;

E. Type of Organization.

- " Sole proprietorship:
- " Partnership:
- " Corporate entity (not tax-exempt):
- " Corporate entity (tax- exempt):
- " Government entity (Federal, State, or Local):
- " Foreign Government:
- " International organization per 26 CFR 1.6049-4;
- " Other _____

F. Common Parent

- " Offeror is not owned or controlled by a common parent in paragraph A of this clause.
- " Name and TIN of common parent:

Name _____
TIN _____

(End of Provision)

K.3 WOMEN-OWNED BUSINESS 52.204-5

A. Definition

"Women-owned business concern," as used in this provision means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

B. Representation

The Offeror represents that it " is, " is not a women-owned business concern.

(End of Provision)

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS 52.209-5 (Mar 1996)

As prescribed in 9.409(a), insert the following provision:

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) " Are " are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) " Have " have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) " Are " are not presently indicted for, or otherwise criminally or civilly

charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror " " has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror

knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.5 SMALL BUSINESS CONCERN REPRESENTATION 52.219-1

A. SIC Code and Size Standard

1. The standard industrial classification (SIC) code for this acquisition is **8999**.
2. The small business size standard is **\$5 million**.
3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

B. Representations

- 1 The offeror represents and certifies as part of its offer that it " is, " is not a small business concern.
2. (Complete only if offeror represents itself as a small business concern in paragraph (b)1) of this provision.)

The offeror represents, for general statistical purposes, that it " is, " is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

3. (Complete only if offeror represented itself as a small business concern in paragraph (b)1) this provision.)

The offeror represents as part of its offer that it " is, " is not a women-owned small business concern.

C. Definitions

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern:

1. Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
2. Whose management and daily business operations are controlled by one or more women.

D. Notice

1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
2. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged or woman owned small business concern in order to obtain contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal Law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i). Be punished by imposition of fine, imprisonment or both;
 - (ii). Be subject to administrative remedies, including suspension and debarment;
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.6 SPECIAL 8(A) CONTRACT CONDITIONS 52.219.11
(Applicable only for 8(a) contracts)

The Small Business Administration (SBA) agrees to the following:

- A. To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a)).
- B. That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- C. Except for novation agreements and advance payments, delegate to the Department of Labor the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the

Government under the terms and conditions of the subcontract; provided, however, that the Department of Labor shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

- D. That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Department of Labor.
 - E. That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
 - F. To notify the Department of Labor Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (End of Clause)

**K.7 SPECIAL 8(A) SUBCONTRACT CONDITIONS 52.219-12
(Applicable only for 8(a) contracts)**

- A. The Small Business Administration (SBA) has entered into Contract No. IX-00-02 with the Department of Labor to furnish the supplies or services described therein. A copy of the contract is attached hereto and made a part hereof.
- B. The Innovations Group, Inc. hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - 1. That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. IX-00-02 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - 2. That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Department of Labor with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - 3. That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Department of Labor.
 - 4. That it will notify the Department of Labor Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

C. Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Department of labor.
(End of Clause)

K.8 52.219-17 -- SECTION 8(a) AWARD (Dec 1996)

As prescribed in 19.811-3(c), insert the following clause:

Section 8(a) Award (Dec 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C.637(a)).

(2) Except for novation agreements and advance payments, delegates to the _____ [insert name of contracting activity] the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the _____ [insert name of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes"

clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the _____ [insert name of contracting agency].

(End of Clause)

K.9 CERTIFICATION OF NONSEGREGATED FACILITIES 52.222-21

A. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

B. The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

C. The Contractor shall include this clause in every subcontract or purchase order that is subject to the Equal Opportunity clause of this contract.

(End of Clause)

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 52.222-22

The offeror represents that:

A. It " has, " has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

B. It " has, " has not filed all required compliance reports; and

C. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
(End of Provision)

K.11 AFFIRMATIVE ACTION COMPLIANCE 52.222-25

The offeror represents that:

- A. It " has developed and has on file, " has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
 - B. It " has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (End of Provision)

K.12 CLEAN AIR AND WATER CERTIFICATION 52.223-1

The Offeror certifies that:

- A. Any facility to be used in the performance of this proposed contract is " is not " listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
 - B. The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities;
 - C. The Offeror will include a certification substantially the same as this certification, including this paragraph, in every nonexempt subcontract.
- (End of Provision)

K.13 RECOVERED MATERIAL CERTIFICATION (APR 1984) 52.223-4

The offeror certifies, by signing this offer, that recovered materials, as defined in section 23.402 of the Federal Acquisition Regulation, will be used as required by the applicable specifications.
(End of Provision)

K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING 52.223-13

- A. Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- B. By signing this offer, the offeror certifies that:

1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and Section 6607 of the Pollution Prevention Act of 1990 (PPA) 942 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in Sections 313(a) and (g) of EPCRA and Section 6607 of PPA; or
2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)
 - a. " The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c)of EPCRA, 42 U.S.C. 11023(c);
 - b. " The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42. U.S.C. 11023(B)(1)(A);
 - c. " The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - d. " The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or
 - e. " The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Island, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

(End of Provision)

K.15 BUY AMERICAN CERTIFICATE 52.225-1

The offeror certifies that each end product, except those listed below is a domestic end product (as defined in the clause entitled "Buy American--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products

Country of Origin

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials and supplies excepted from the Buy American Act (listed at 25.108 of the Federal Acquisition Regulation).

(End of Provision)

K.16 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTIONS REPRESENTATION 52.226-2

A. Definitions

As used in this provision:

“Historically Black College or University” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316 (b)(1)).

B. Representation

The offeror represents that it " " is not a Historically Black College or University; " " is not a Minority Institution.

(End of Provision)

K.17 ROYALTY INFORMATION 52-227-6

A. Cost or Charges for Royalties

When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item or royalty or license fee:

1. Name and address of licensor.
2. Date of license agreement.

3. Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
4. Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
5. Percentage or dollar rate of royalty per unit.
6. Unit price of contract item.
7. Number of units.
8. Total dollar amounts of royalties.

B. Copies of Current Licenses

In addition, is specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

**K.18 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
52.230-1 (APR 1998)**

Note: This notice does not apply to small businesses or foreign governments.

This notice is in three parts (A through C)

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

A. Disclosure Statement - Cost Accounting Practices and Certification

1. Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
2. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, parts 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph 3 of Part A of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to-practice for pricing proposals or accumulating and reporting contract performance cost data.

3. Check the appropriate box below:

a. " Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO); and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO and/or from the loose-leaf version of the FAR).

Date of Disclosure Statement: _____
Name and Address Cognizant ACO where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

b. " Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address Cognizant ACO where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

c. " Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions subsidiaries and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

d. " Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraphs 3a or 3b of Part A of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

B. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Standards clause.

" The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-1(b)(2) and certifies that the offeror is eligible for use of the Disclose Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a

single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during this current cost accounting period, the offeror has been awarded a single CAS covered prime contract or subcontract of \$25 million or more.

C. Cost Accounting Standards - Applicable to Existing Contracts.

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a) (3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

" YES" NO

(End of Provision)

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 TYPE OF CONTRACT 52.216-1

The Government contemplates award of a Cost Reimbursement contract resulting from this solicitation.

L.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE 52.252-1

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions

may include blocks that must be completed by the offeror and submitted with the quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following addresses:

www.arnet.gov/far/fac

www.far.npr.gov

www.gsa.gov/forms/far

Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Provisions

CLAUSE	TITLE
52.215-1	Instructions to Offerors - Competitive
52.216-27	Single or Multiple Awards
52.222-24	Preaward Onsite Equal Opportunity Compliance Review
52.222-46	Evaluation of Compensation for Professional Employees
52.237-1	Site Visit

L.3 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER 52.204-6

- A. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- B. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:
1. Company Name
 2. Company Address
 3. Company Telephone Number
 4. Line of Business
 5. Chief Executive Officer/Key Manager
 6. Date the Company was Started
 7. Number of People Employed by this Company

8. Company Affiliation

- C. Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office off the Internet Home Page at <http://www.dnb.com/> If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnd.com

L.4 SERVICE OF PROTEST 52.233-2

- A. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protest that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **U.S. Department of Labor, E.T.A., Office of Youth Services & Job Corps, 1999 Broadway, Suite 1760, Denver, Colorado 80202-5716** (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer).
- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.5 ADDITIONAL INSTRUCTIONS

- A. Standard Form 33 - Block 9 - Solicitation

Hand-delivered proposals must be delivered to the depository outlined in Block 9 prior to the time set forth in Block 9. Proposals delivered by commercial carrier will be treated as hand-delivered proposals.

- B. Disposition of Proposals

One copy of each proposal and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall be destroyed unless the offeror's proposal specifically outlines the disposition action to be taken and resultant costs are incurred by the offeror.

- C. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement will be answered at a Pre-Proposal Conference to be held on **June 2nd, 2000**, at **1:30 p.m.** local time, at the Job Corps Regional Office located at:

1999 Broadway, Suite 1760, Denver, Colorado 80202-5716 .

Potential offerors are encouraged to submit questions in writing to the issuing office before the Pre-Proposal Conference is held in order to facilitate responses at the conference. Potential offerors should limit participation to no more than three (3) attendees. Attendees should bring their own copies of this RFP. Copies may be downloaded, free of charge at:

<http://www.wdsc.org/jobcorps/schedule.html>

D. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator named in Block 10 on SF 33, Face Page, may be considered as a basis for disqualification (except during the pre-proposal conference, if applicable).

F. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for studies or designs for the preparation thereof, nor to contract for the article or services. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the government to the expenditure of funds in connection with this procurement.

G. Reference Material

Copies of the Policy and Requirements Handbook (PRH) can be ordered from the North Texas Job Corps Distribution Center, P. O. Box 8003, McKinney, Texas 76069-8003, by submitting a request on Company letterhead. Copies of the Job Corps regulations and 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

L.6 SUBMISSION OF PROPOSALS

A. General

Proposals submitted in response to this RFP shall consist of the following sections, each separately bound:

Section 1: Technical Proposal

Section 2: Past Performance and Experience

Section 4: Staff Qualifications

Section 5: Cost Proposal

Section 6: Transition Proposal

Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary or wanted. Additionally, copies of Job Corps provided materials, job descriptions for each position, copies of newsletters or magazines, copies of certificates or awards, are not needed. The requirements of the solicitation are identified below and incorporate the Job Corps Policy and Requirements Handbook (PRH) and Job Corps Regulations.

The Office of Job Corps takes seriously the intent of the Procurement Integrity and Ethics statutes. Any proposal found to be copied from a potential competitor is subject to disqualification.

B. Specific Instructions

The entire proposal submission shall include a transmittal letter, accompanied by 1 original 2 copies of each section listed above.

The Technical Proposal shall not make reference to cost or pricing data so that a technical evaluation may be made on the basis of technical merit alone. To elaborate, the proposals are evaluated separately by a panel of experts. These panelists may not compare or share information from the sections that they are assigned. As such, please do not cross-reference information. Doing so will prevent the Reviewer from seeing what is being referenced and that subject matter will be critiqued as non-responsive.

In response to the Proposal Submission Instructions listed below, proposals shall describe **HOW** the offeror intends to operate the Job Corps Outreach/Admissions and Career Development Services program in the **States of Utah and Montana** in the context of the State's eligible population, geographic location and the local and regional labor market.

A recitation of the regulatory or PRH requirements is not necessary, as these requirements are set forth in existing documents. Procedural approaches shall be incorporated into the proposal to the extent that they are necessary to describe how the offeror intends to meet the required outcomes and quality indicators specified in the PRH.

1. Technical Proposal (original and 2 copies)

The Technical Proposal response to this RFP shall be divided into - 4 - separately bound parts based on the following evaluation categories:

Outreach	PRH Chapter 1
Admissions Program	PRH Chapter 1
Career Development Services	PRH Chapter 7
Program Management & Administration	PRH Chapters 8, 9 and 10

The technical proposal shall be submitted as follows:

- Each page shall be 8 ½ X 11", with at least 1" margins on all sides
- Type size 12 pitch or larger.
- Pages shall be consecutively numbered within each section.
- Title pages, tables of contents, and section dividers shall not be included in page totals.
- Pages in two column format may be used.
- Pages submitted in excess of the limits shown above will not be evaluated but will be returned to the offeror.
- The page limitation applies to the initial proposal. The Final Proposal Revision shall be limited to responses to the government's concerns, and should not be an entirely new submission.

The Technical Proposal shall be presented in the order listed below.

B. Program Administration & Management

1. Administration & Management

Program design, organization, staffing, office locations
Leadership, goal setting, communication and teamwork
Achievement of outcomes and quality indicators
Personnel administration - qualifications, supervision, staff training
Self-assessment, performance tracking and quality control
Corporate support and oversight
Use of technology
Reports control and management
Integration with and relationship with Job Corps centers

Partnership with One-stops and WIA entities
Procurement and property management

2. Financial Management

Budget formulation and execution
Cost control
Reports management
Audit and quality control

C. Outreach

Use of linkages and community resources to promote applicant referral
Identification of potential applicants
Marketing and publicity to promote referrals and positive public awareness
Follow up of leads
Materials development

D. Admissions

1. Eligibility

Applicant interview process and eligibility assessment
Verification and documentation of eligibility criteria
Approval/denial of applicants

2. Readmission

Readmit eligibility assessment
Approval/denial of readmits

3. Assignment and Departure

Selection and assignment to centers
Pre-departure preparation
Transportation and arrival scheduling
Student retention support

E. Post-Center Career Development Services

1. As required by the Job Corps Center Career Development Support Services
Eligibility for services

- Contact with graduates
- Graduate needs assessments
- Initial and on-going placement, job development and referral
- Job retention services
- Transitional support services
- 2. Documentation, Reporting and Verification
 - Record keeping and reporting systems
 - Graduate tracking systems
 - Verification procedures

2. Past Performance and Experience (original and 2 copies)

A. Definitions

For purposes of this section of the procurement, the following definitions apply:

1. New Firms: an organization which has not **operated** a Job Corps Outreach/Admissions or Career Development Services (Placement) contract as the **prime** contractor within the past three (3) years. New firms include, but are not limited to, firms that have never had a contract with Job Corps, subcontractors on any Job Corps contract, organizations whose principals individually possess Job Corps experience, and/or an organization which has held a contract to provide other Job Corps related services.
2. Experienced Job Corps OA/P Contractor: an organization which currently holds one or more prime contracts for Job Corps Outreach/Admissions or Placement (CDSS) services or has held such a contract within the past 3 years.

Submission Requirements

1. **All** offerors (both new and experienced) must provide a list of contracts (including contract numbers) and programs which they currently operate or have operated within the past three years.
2. Experienced Contractors may submit up to 5 pages of information for consideration by the Contracting Officer, which describes past performance or explains mitigating circumstances for poor performance.

3. New Firms: For purposes of this solicitation, new firms as defined above, should submit the following:
 - a. Each offeror **shall send** a copy of the Past Experience Confirmation Questionnaire (See Section J) to each organization, including agencies of State and Local governments and commercial customers, with whom, the offeror has had a contract within the last three years. Offerors need not request Past Experience information for any current contract performed for less than 6 months prior to the proposal submission date.
 - b. The offeror shall instruct the respondent of the Questionnaire to forward the completed questionnaire to the address identified on the face sheet of the Past Experience Confirmation Questionnaire.
 - c. The offeror will prepare and submit a Relevant/Transferrable Skills Matrix (See Section J). The matrix should be prepared in such a manner as to allow for the matching and evaluation of the relevant and transferrable skills identified on the offeror's list of contracts (see B1 above) .

These documents will be used to assess and evaluate the offeror's skills and experiences that are relevant/transferrable to the scope, complexity and content of the requirements of the Job Corps procurement.

3. Staff Qualifications Not to exceed 20 pages of narrative (**original and 2 copies**)

The Staff Qualifications Proposal shall consist of the following:

- A. A detailed organization chart covering all staff working on the project. Include any subcontracted staff.
- B. Position descriptions for each type of position to be employed on the contract.
- C. Resume of proposed Project Director. The resume shall include information on the nominee's educational and training accomplishments as well as past work and other relevant experience, including any special accomplishments and skills. The Government reserves the right, to require offeror certification as to the availability of the designated Project Director. Failure to do so, or information received contrary to the certification, will be reflected in the final evaluation.

- D. The staff incentive plan. Include what specific incentives will be provided and how these may be earned.
- E. A narrative of services to be provided to the project by the offeror funded through G&A along with the plan for doing so.

5. Cost Justification - Business Management Proposal (BMP) (original and 2 copies)

Costs shall be mentioned only in the BMP and Transition proposals and nowhere else. The Offeror's Cost Justification shall consist of the following. Sample forms and attachments are shown in Section J.

- A. Contract Pricing Proposal Cover Sheet (SF 1411) - shall be submitted as the first page of the Business Management Proposal.
- B. Cost and Price Analysis Summary Form
- C. Certificate of Current Cost or Pricing Data
- D. An ETA 2110 OA/CDS Financial Display by Year (See example in Section J, Attachment J-5, Page J-10), which shall be used as a recapitulation sheet for the ETA 2110 OA/CDS for two base years and three option years. **IMPORTANT - The 2110 data (only) must be submitted in both hard-copy (paper) format and on a 3½ inch floppy disk, utilizing Corel Quatro-Pro formatting. Please note that accuracy is critical as differences found between the paper version and the electronic version will result in the Reviewer's evaluation being based upon the lower costs. If this results in award of contract, the lower dollar amounts will be reflected in the contract.**
- E. A narrative justification for each line item of the ETA 2110 OA/CDS for each of the two base years. Include all explanatory narratives and calculations showing how costs are determined.

Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, facility maintenance, and other costs outlined on the ETA 2110 OA/CDS were determined. A justification of general and administrative costs shall be provided along with a copy of the offeror's Indirect Cost Negotiation Agreement from the cognizant federal agency. Include the backup data to support the type of labor and estimated numbers of staff within each labor category. Include basis for pay rates used, giving sources and amounts for wage survey.

Under those ETA 2110 OA/CDS line items relating to staff costs, show your computations in the following vertical columns: (1) position title; (2) direct wage or (3) benefits and other indirect costs; and (4) total cost to the contract for each position. Individual, separate staff position costs will be included in the narrative justification for each line item of the ETA 2110 OA/CDS. Do not consolidate costs for similar positions. Show each position cost separately.

Include a breakdown of the amount estimated for travel, including destination, duration, purpose and cost (per diem and transportation).

Include backup data to support the estimated amount of material and subcontracting (if applicable), including description of materials to be procured, basis for proposed subcontract, and amounts proposed.

Subcontract information shall contain the list of names and addresses of any proposed subcontractors or consultants the offeror intends to use in the performance of the contract. Include the following information about subcontractors in excess of \$25,000:

- (1) Has the subcontractor submitted a cost proposal?
- (2) Will the subcontractor be able to start performance at the beginning of the contract period?
- (3) What is the total cost of each subcontract?
- (4) What experience does the subcontractor have in this technical area?
- (5) What services (skills) will the subcontractor provide?

- F. An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an independent certified or duly licensed public accountant.
- G. A completed Standard Form 33, Solicitation, Offer and Award, and all attachments thereto as outlined in the instructions, (Section K) for each copy of the Business Management Proposal.
- H. Total Compensation Plan (salaries and fringe benefits) for professional and non-professional employees. This plan will also include a description of any bonuses, monetary awards, and other contingent payment plans

for all staff charged directly to this contract. The narrative must explain the policy under which these payments will be dispersed.

- I. All Representations and Certifications required in Section K of this RFP shall be made part of the Business Management Proposal.

J. Option Extension Information

The Business Management Proposal shall include estimated costs, including G&A, overhead and fixed fee for three 1-year extensions of this contract. The Government shall have the unilateral right to exercise options to extend the contract for additional year(s) pursuant to Clauses 52.217-08 and -09 of the Schedule, "Option to Extend." Such extensions shall herein after be referred to as "options."

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110 OA/CDS. The contractor understands that the estimated costs for operating the Job Corps outreach/admissions program in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts proposed in the Option Years are therefore considered provisional.

6. Transition Proposal (original and 2 copies)

The offeror shall submit a Transition Proposal. Narrative and cost justification shall be bound together in the Transition Proposal. The Government recognizes that the offeror will take over an existing Job Corps outreach/admissions and Career Development Services (placement) operation as negotiated. The incoming contractor will have a transition period in which to become familiar with the presently operating OA P program, as well as time to interview and hire staff necessary to operate the program.

The offeror will be required to take over complete operation of the program with the start of performance under the resultant contract. The transition period begins no less than 30 days prior to that date and will be negotiated as a separate statement of work.

Accordingly, the offeror should submit a separate proposal outlining in detail their transition plan. Included will be the period of time required for each action, staff requirements, and major steps to be accomplished during the transition period.

It is the intent of the Government to have an orderly operation during the last 30 days of the incumbent's contract (see Clause 52.237-3, Continuity of Service). Therefore, the incumbent contractor will be allowed only the normal costs of operating the program for the final month of the contract.

The incumbent's administrative activities required to orient the incoming contractor will be an allowable direct cost. It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities as inventory comparison checks with the new contractor and final billings comparison checks with the new contractor and final billings after contract expiration. The allowable cost for Phase-Out will be limited to unused and unpaid leave for which cost accrual has not been made and if applicable, severance pay and relocation in accordance with personnel policies approved for this contract by the Contracting Officer and any other costs determined to be reasonable by the Contracting Officer.

There will be only one operating contractor responsible for the program's operation at any given time. Transition preparations shall not cause any unreasonable interference with the departing contractor's operation. When the new contractor begins operations, the former contractor will not cause any unreasonable interference with the new operator's program.

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS AND SELECTION FOR AWARD

A. Procurement Review Panel

Proposals will be reviewed by a panel of specialists. Each panelist will evaluate the proposals for acceptability with emphasis on the various specific evaluation categories enumerated in this Section (M). The Government may award a contract on the basis of initial proposals received, without discussions.

Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

B. Evaluation Categories

All submissions referred to above will be evaluated based on the following points:

Section	Points Possible
1. Technical Proposal	60
Program Administration and Management	(20)
Outreach	(20)
Admissions	(10)
Career Development Services	(10)
2. Past Performance and Experience	25
3. Staff Qualifications	5
4. Cost Justification	10
5. Transition/Phase-Out Proposal	<u>0</u>
TOTAL MAXIMUM POINTS POSSIBLE	100

C. Evaluation Criteria

1. Technical Proposal:

The technical proposal shall be evaluated against the criteria detailed below. Evaluation points assigned to each part and subcategory indicate the degree of importance which has been assigned to each area. In addition to specific evaluation criteria, the following will be used to evaluate each part of the proposal:

- C To what extent is the design of each section of the proposal complete, clear, concrete and consistent, internally and with other proposal sections?
- C To what extent are the systems, procedures and approaches proposed consistent with the Job Corps mission, policies, and initiatives?
- C How effectively does the offeror's proposal recognize and tailor the programs to operate in the context of the State's eligible population, and the local and regional labor market?
- C How effective is the proposal in offering feasible, proven strategies and methods to ensure the achievement of Job Corps' specified outcomes and quality indicators?

Listed below are the categories, subcategories and corresponding weights that will be used to evaluate the proposal:

A. Program Administration and Management (20 Points)

Administration and Management (80%)
Financial Management (20%)

B. Outreach (20 Points)

C. Admissions (10 Points)

Eligibility (50%)
Readmission (10%)
Assignment & Departure (40%)

D. Post-Center Career Development Services (10 Points)

Graduate Career Development Services (60%)
Documentation, Reporting and Verification (40%)

2. Past Performance and Experience (25 points)

a. New Firms:

For purposes of this procurement, in addition to the information provided by the offeror in response to Section L, the Government will consider information received from other governmental and non-governmental sources.

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under

consideration. The contractor's references will assist in collecting this information. References other than those identified by the offeror, may be used by the Government. All such information may be used in the evaluation of the offeror's past performance.

The Government reserves the right not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

b. New Firms: (Job Corps Center Operators)

In addition to the information provided by the offeror in response to Section L, the Government will consider such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to the offeror's Center automated past effectiveness report(s) and the past effectiveness report(s) received from other Job Corps officer.

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's references identified in this section will assist in collecting this information. References other than those identified by the offeror, may be used by the Government. All such information may be used in the evaluations of the offeror's past performance.

c. Past Effectiveness of Experienced Job Corps Outreach/Admissions and Placement (Career Development Services) operators.

The Past Effectiveness rating for an experienced Job Corps OA/CDS operator is based on a combination of the Job Corps Automated Past Effectiveness Report (20 points) and Additional Information (5 points) at the discretion of the Contracting Officer.

(1) Automated Past Effectiveness Report (20 points)

Each OA/CDS contractor will receive an automated past effectiveness score. Contracts encompassing only OA or only P will receive points only for those functions. Contracts which include OA&P will receive points based on the combined functions. The OA&P Automated Past Effectiveness Report will be generated automatically by the Job Corps Data Center quarterly.

FURTHER, in the event that the offeror is the incumbent contractor for the OA&P being procured, the offeror will be evaluated using the weighted incumbent score.

For example, if contract A is being procured and the incumbent contractor is XYZ Corp. To determine XYZ's past effectiveness score for that contract, the number shown in the Incumbent Rating column of the OA&P Automated Past Effectiveness Report will be used.

(2) Additional Information (5 points)

In assigning these points, the Contracting Officer will consider such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to, past effectiveness reports received from other Job Corps Offices and other Federal Agencies.

The Government reserves the right not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

3. Staff Qualifications (5 Points)

The Staff Qualifications proposal will be evaluated to determine the level and adequacy of staffing proposed to deliver the program; the qualifications proposed in relation to the duties described in the offeror's position descriptions; the scheduling; the credentials, experience and accomplishments of proposed key staff; the demonstrated level of commitment to work on the contract, appropriateness and adequacy of the staff incentive plan; and the degree of support offered through G & A.

4. Cost Justification (10 points)

The offeror shall submit a Business Management Proposal which shall show all costs proposed to fulfill the requirements of the solicitation. The Cost Proposal evaluation is a technical assessment of whether the costs proposed support the offeror's technical proposal. It is not an evaluation of the total estimated cost.

Proposals will be evaluated on the extent to which the allocation and supporting explanation of costs shown in the proposed contract budget assure a reasonable and prudent expenditure of Federal funds in the performance of this contract, and within the requirements of the program.

No Job Corps funds will be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of \$125,000 per year. Proration means that the amount charged for a less than full-time employee can not exceed an annualized rate of \$125,000. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract including subcontracted services.

In evaluating the Cost Proposal category, the Government will not weigh cost against technical merit, but will evaluate the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered. The Estimated Cost itself will not be scored.

In evaluating the Cost Proposal, the Government will take the following factors into consideration:

- a. Adherence to RFP requirements.
- b. Explanation and support of all costs proposed: wages, benefits, utilities, services, supplies, etc.
- c. Explanation and support of G&A costs. G&A costs should be supported by a full description of services to be provided to the center by corporate support staff. The Business Management Proposal may propose a G&A ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, will become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate.
- d. Consistency of costs with technical proposal. Mathematical errors, incompleteness of data, improper line item designations, etc., will be discussed with the offerors in the competitive range, if necessary.
- e. Total compensation plan for all employees.

The Government will evaluate the Total Compensation plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and

consistency with a total plan for compensation (both salaries and fringe benefits). Therefore, the cost justification evaluation category will include an assessment of the Total Compensation Plan.

- (1) In establishing compensation levels for all employees, the total compensation (both salaries, fringe benefits, bonuses, or monetary awards to employees) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel. The salary rates or ranges must recognize the distinct differences in skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor contractor for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent employees. Offerors are cautioned that instances of lowered compensation for essentially the same work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the complexity of the requirements.
- (2) Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the job categories so as to impair the contractor's ability to recruit and retain competent employees may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.
- (3) An assessment of the potential for adverse effect upon performance and maintenance of the required number of employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

6. Transition/Phase-out Proposal (0 points)

Although no points are assigned to this portion of the submission, the offeror, is required to submit a transition proposal.

Transition proposals shall be evaluated to determine the following:

- a. To what extent does the offeror's plan display knowledge of the scope of tasks to be accomplished in transition?
- b. How effective is the offeror in proposing complete and concrete plans and procedures to effect an orderly transition of the Job Corps Outreach/Admissions and Career Development Services functions?
- c. To what extent are the corporate resources/staffing proposed adequate to complete the scope of tasks outlined in the transition plan?

M.2 SUPPLEMENTAL INFORMATION

The following information is presented to further assist offerors in responding to this RFP, as well as to provide information regarding how the Government will make the award decision.

A. Notice on Key Personnel

Offerors shall list all proposed key personnel and shall indicate whether these persons are currently being proposed as key personnel for any other projects. Offerors who are bidding on more than one contract may propose a single individual for positions on both contracts. This simultaneous bidding of key personnel will not be considered negatively in the evaluation of proposals. However, offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process.

Prior to award of a contract the Government will ask the successful offeror to verify the availability of all named Key Personnel. If for any reason, the named Key Personnel will not be assigned to this project, the offeror may submit the name and qualifications of one of more proposed replacements. If, in the opinion of the Contracting Officer, a person proposed as a replacement is of substantially equivalent qualifications, award may still be made to the offeror. If proposed replacements are not equivalent, the Contracting Officer may find the offeror non-responsible. The Contracting Officer may then award the contract to another offeror or reopen negotiations with all offerors.

B. Competitive Range

In instances where more than one proposal is found acceptable, the Contracting Officer shall establish a competitive range in accordance with FAR 15.306. The competitive range will consist of proposals which, based upon review panel scores, are grouped at more or less the same level and are competitive with one another. The limits of what constitutes the competitive range in a particular case is a judgement matter for determination by the Contracting Officer.

C. Discussions - Final Proposal Revisions

Discussions will be held with all offerors who submit proposals determined to be within the competitive range. However, in some instances, award may be made on the basis of initial proposals received (52.215-16) shall be given an opportunity to submit such costs, technical, or other revisions in their proposals as may result from the discussions. All such offerors shall be informed in writing of the closing of negotiations and the common due date for receipt of final proposal revisions. Technical revisions will be in writing as a response to the Government's written concerns.

D. Selection for Award

Award will be made to the offeror who has submitted the proposal that is most advantageous to the Government. In making this determination, the government will weigh technical factors more heavily than total cost.

E. Calculation and Evaluation of Cost

The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A and overhead expense, and the fixed fee (if any). Evaluation of proposed costs will take into consideration comparison of costs to past data, allowability and allocability of costs and reasonableness of fixed fee and will be made in accordance with FAR 15.404 and the following will be considered in making the final selection of the successful offeror:

1. Base two-year costs
2. Option year costs
3. Total Costs
4. Transition costs
5. Phase-out costs

Except when it is determined, in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total costs for all options to the total costs for the basic requirement. Evaluation of options will not obligate the Government to exercise the options. In evaluating the total 5 year costs, the Government will place more weight on the base 2 year costs because of the uncertainty of award of option years.

The Government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

After a cost analysis of each Business Management Proposal for the base period (i.e., the base two-year period for the operation of the Outreach/Admissions/Career Development Services), the options, and the total cost, a further evaluation will be performed to determine the reasonableness of cost presented in the Phase-Out Proposal and/or the Transition Proposal. The

incumbent will not incur a transition cost, and the phase-out cost will act as a negative factor for a challenging offeror when considering total estimated cost. In consideration of the above, it is imperative that the incumbent not overstate phase-out costs, as they will be reduced for cost comparison purposes based on their failure to meet the test of reasonableness noted above.

The Contracting Officer's decision to award an option will be made in accordance with FAR 17.207(c).

M.3 CONTRACTOR RESPONSIBILITY

The Contracting Officer will make a determination of responsibility in accordance with FAR 9.105-2. Should a determination of non-responsibility be made, the offeror will be dropped from consideration for contract award regardless of technical scores and cost. In the case of a small business concern, the matter will be referred to the Small Business Administration pursuant to FAR 19.6. Factors considered in determining responsibility include:

- C Financial resource adequacy
 - C Ability to comply with the Statement of Work
 - C Past record of performance
 - C Record of integrity and business ethics
 - C Department of Labor review reports of offeror's Job Corps OA/CDS contracts if offeror has previously operated or is presently operating such contracts.
 - C Program and fiscal controls
 - C Quality and quantity of corporate staff to be assigned to contract
- (End of Proposal)